

STATE OF DELAWARE



DELAWARE HEALTH
AND SOCIAL SERVICES
DIVISION OF
MANAGEMENT SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. PSC- 806

FOR

**Medicaid Program Payment Error Rate Measurement;
State Children's Health Insurance Program
Payment Error Rate Measurement:
Eligibility Component --
CONTRACTOR SERVICES**

FOR

**THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
1901 N. DUPONT HWY
MAIN ADMINISTRATION BUILDING
NEW CASTLE DE 19720**

Deposit
Performance Bond

Waived
Waived

**Date Due: April 4, 2008
11:00 A.M. LOCAL TIME**

There will not be a pre-bid meeting. Questions pertaining to the services being requested within the RFP, including the scope of services, project management and contractor responsibilities, must be directed to Linda Barnett, Manager of Planning, Coordination & Quality Control, via email:
Linda.D.Barnett@state.de.us

Questions will be accepted until 11:59 pm on February 15, 2008. Responses to all questions posed by potential bidders will be posted online by February 27, 2008.

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REQUEST FOR PROPOSALS PSC# 806

Delaware Health and Social Services (DHSS) is requesting proposals from bidders to conduct the eligibility portion of the Payment Error Rate Measurement (PERM) process for Delaware's Medicaid and State Children's Health Insurance Program (SCHIP), as required by the Centers for Medicare and Medicaid Services (CMS) within the federal Department of Health and Human Services.

Two original and ten copies of the proposal, in accordance with the attached request for proposals, must be received on or before April 4, 2008 at 11 am

MUST BE SENT TO THE ATTENTION OF:

Sandra Skelley, Procurement Administrator
Division of Management Services
Department of Health and Social Services
1901 North DuPont Highway
Main Building, Second Floor, Room 259
New Castle, DE 19720

RFP Issue Date: January 28, 2008

All inquiries regarding procedural matters pertaining to this RFP should be directed to:

Sandra Skelley, Procurement Administrator
Division of Management Services
Department of Health and Social Services
1901 North DuPont Highway
Main Building, Second Floor, Room 259
New Castle, DE 19720
Telephone: (302) 255-9290
E-mail: Sandra.Skelley@state.de.us

No pre-bid meeting will be held. Questions pertaining to the services being requested within the RFP, including the scope of services, project management and contractor responsibilities, must be directed to Linda Barnett, Manager of Planning, Coordination & Quality Control, via email:

Linda.D.Barnett@state.de.us

Questions will be accepted until 11:59 pm on February 15, 2008. Responses to all questions posed by potential bidders will be posted online as an addendum to the RFP. All RFP-PSCs can be obtained online at:

<http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

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NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR PSC# NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

I. Introduction

Background: Public Law 107-300, The Improper Payments Information Act of 2002 (IPIA), was enacted on November 26, 2002. This law requires that programs susceptible to erroneous payments are to be reviewed on an annual basis and are to provide an estimation of the amount of improper payments to Congress. Medicaid and the State Children's Health Insurance Program (SCHIP) were identified as programs at risk for significant erroneous payments, and the Centers for Medicare and Medicaid Services (CMS) established a method for complying with the law – namely, by establishing the Payment Error Rate Measurement Program, which deals with both Medicaid and SCHIP.

Medicaid: Medicaid is an entitlement program designed to provide medical care to low-income individuals who are aged, blind, disabled, pregnant, under 21 years of age, or members of a family with dependent children. The program was authorized under Title XIX of the Social Security Act of 1965 and is funded jointly by the state and federal government. The Delaware Department of Health and Social Services (the Department) is the single state agency responsible for the administration of the Delaware Medicaid Program. Specific responsibility for eligibility resides within the Division of Social Services (DSS) and the Division of Medicaid and Medical Assistance (DMMA). The eligibility guidelines can be found in the Delaware Social Services Manual at <http://regulations.delaware.gov/AdminCode/title16/5000/5100/index.shtml>

SCHIP (Known in Delaware as the Delaware Healthy Children's Program): SCHIP, authorized under Title XXI of the Social Security Act, covers uninsured children in Delaware under the age of nineteen whose family income is below 200 percent of the Federal Poverty Level. Responsibility for eligibility determinations for this program resides with staff in the Division of Social Services. The eligibility guidelines can be found in the Delaware Social Services Manual at <http://regulations.delaware.gov/AdminCode/title16/5000/5100/index>.

Systems: Both Programs use an on-line eligibility system called the Delaware Client Information System (DCIS), which maintains client data and calculates eligibility. The successful bidder will have access to the data in this system.

Both Programs also use an on-line information system to process claims and maintain records of amounts paid for client services. The successful bidder will have access to this Medicaid Management Information System in order to retrieve claims data on cases in the sample.

Project Overview and Goal: Every three years, beginning in FFY 2009, Delaware is required to complete eligibility reviews of approximately 500 active Medicaid recipients

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and 200 negative Medicaid actions (denials or closures) and approximately 500 active SCHIP recipients and 200 negative SCHIP actions.

This procurement seeks to obtain a contractor to fulfill these requirements. The successful bidder will be expected to comply with all relevant federal regulations and requirements in effect for Fiscal Year 2009. (It is important to note that CMS has, from time to time, indicated that its requirements may change after the completion of each year's reviews.)

The Division of Management Services (the Division) will provide a Project Manager who will oversee the work of the Contractor and serve as liaison with DSS and DMMA.

II. Scope of Services

CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for ensuring that all aspects of the eligibility reviews mandated under PERM are completed in accordance with the most current CMS specifications, working with the Division's Project Manager. Specifics about CMS requirements may be found at <http://www.cms.hhs.gov/PERM/>.

Tasks and responsibilities of the selected Vendor shall include, but are not be limited to, the following:

- a. Obtain the monthly case samples (Medicaid active and negative and SCHIP active and negative), as defined in the Delaware Sampling Plan. Review the samples for accuracy – to ensure that they were drawn correctly - and advise the Project Manager of the results of those reviews, working with him/her to resolve any problems.
- b. Notify the local offices each month as to which cases have been sampled from their caseload and advise them that the records are to be sent to the pre-arranged central location nearest to them (see list below) at least 5 working days in advance of when the records need to be available. The Contractor will have access to case files at one of 5 locations around the state. The amount of time that the Contractor will have to inspect the files can be negotiated, but the goal is to have the files away from their normal work site for as brief a time as possible.
- c. Prepare the monthly sample information in the format required by CMS, and provide the downloaded file electronically to the Division's Project Manager at least three days prior to the date it is due to CMS; the Division Project Manager will submit the monthly reports to CMS.
- d. Complete the review process on all sampled cases, including obtaining documentation and verifications, as required.

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The Contractor will need to supply its own equipment and supplies, including laptop computers, scanners, and portable copiers.

- e. Develop a secure process to store all project data electronically and be able to share information with the Department in electronic form, both during the project and as a permanent record when the project is completed. The Contractor will need to work with the Department's Information Technology staff in complying with this responsibility to ensure that the data are in a format compatible with the Department's systems.
- f. Report potential error findings electronically to the Division's Project Manager as soon as possible after the finding is made so that the finding can be reviewed by state staff. DSS and DMMA staff will be given two weeks to review such findings; thus, sufficient time must be allowed prior to the CMS deadlines. Any disputes regarding a potential error finding will be resolved by the Division's Project Manager, whose decision will be determinative.
- g. Develop a process to receive claims information from Delaware's Medicaid Management Information System.
- h. Develop recommendations to address the errors identified during the reviews, using the CMS-mandated format for the Corrective Action Plan.
- i. Maintain client confidentiality and ensure that no client-specific information is disclosed to any party outside those officially involved in the performance of the tasks critical to this project, with contractor staff making assurances by signing forms that the Department will supply.

CONTRACTOR DELIVERABLES

All Deliverables must be submitted to the Division's Project Manager, unless otherwise specified, and include, but are not limited to:

1. Monthly files of sample information for all programs under review in the format required by CMS, due to the Division's Project Manager at least three days prior to the date it is due to CMS;
2. A cumulative monthly status report on all cases sampled – to be provided no later than the tenth day of each month (or the first working day thereafter) – starting in December 2008. The report should list each case and indicate, at a minimum: 1) completion status; 2) if pending, the expected completion date; and 3) barriers to review completions;
3. Report on all case review findings for each sample month, no later than 120 days following the end of that sample month, in the format required by CMS. (All case

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reviews for the sample month should be completed at this point; exceptions must be discussed with the Division's Project Manager.) The Project Manager will submit the final monthly report to CMS to comply with the CMS deadline (no later than the 150th day following the end of the sample month).

4. Detailed monthly report on claims data for each sample month's cases, no later than 180 days following the end of each sample month, in the format required by CMS. The Project Manager will submit the report to CMS. In addition, the cumulative case error rate and payment error rate need to be provided along with the required monthly CMS report.

5. Summary report on all case review findings, plus the case payment error rate as defined by CMS, for both programs, in the format required by CMS, by May 30, 2010, which the Project Manager must submit by July 1, 2010.

6. Detailed Corrective Action Plan for both Active and Negative cases containing recommendations based on identified eligibility or payment errors in both programs, in the format mandated by CMS; due no later than 30 days prior to the date when it must be submitted to CMS.

RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES

The Department will provide a full-time Project Manager dedicated to this Project.

The Project Manager will be the primary point of contact between the Contractor and personnel in the Department. He/she will facilitate access to personnel as needed by the Contractor.

The Project Manager will be the point of contact between the Department and CMS and will be responsible for submitting all required reports.

The Department will arrange for the Contractor to have access to DCIS and the MMIS.

The Department will transport case records to one of the 5 locations listed below (sending them to the site closest to where those records normally reside). The case records will be available within five working days of receipt of the list of case records needed. Office space will be made available for the Contractor at the specified locations.

Northeast State Service Center
1624 Jessup Street
Wilmington, DE 19802

Churchman's Corporate Center
84 Christina Road, Suite B

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New Castle, DE 19720

Hudson State Service Center
501 Olgetown Road
Newark, DE 19711

Williams State Service Center
805 River Road
Dover, DE 19901

Georgetown State Service Center
546 S. Bedford Street
Georgetown, DE 19947

Staff in DSS/DMMA will be given ten working days to respond to error findings. The exchange of information pertaining to error findings will be facilitated by the Project Manager.

The Project Manager will perform a monthly quality assurance review of a selected number of cases once the Contractor has completed its review. Findings from this review will be addressed with the Contractor, which is expected to take any needed action with its staff prior to submission of that month's cases to CMS.

III. SPECIAL TERMS AND CONDITIONS

Length of Contract:

Contract period will be from July 1, 2008 to September 30, 2010.

One Vendor to be selected

The successful single bidder will be expected to carry out the needed service throughout the state.

Subcontractors

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the subcontractor, the service(s) to be provided and its' qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the prime contractor will bind sub or co-contractors to the prime contractor by the terms, specifications and standards of this RFP and any subsequent proposals and contracts. All such terms, specifications and standards shall preserve and protect the rights of the Agency under this RFP and any with respect to the services to be performed by the sub or co-

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contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in this RFP shall create any contractual relation between any sub or co-contractor and the Agency.

Funding disclaimer clause

The Department of Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement without prior notice in the event the State determines that state or federal funds are no longer available to continue the contract.

Reserved Rights

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time;
- If negotiations fail to result in an agreement within two weeks, the Department may terminate negotiations and select the next most responsive and responsible bidder, re-advertise, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

Contract Termination Conditions

The Department may terminate the contract resulting from this request at any time that the contractor fails to carry out the provisions of the proposal or make substantial progress under the terms specified in this request and the resulting proposal.

The Department shall provide the contractor with thirty days written notice of conditions endangering performance. If, after such notice, the contractor fails to remedy the conditions contained in the notice, the Department shall issue the contractor an order to stop work immediately and deliver all work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

Upon receipt of not less than thirty days written notice, the contractor may be terminated on a date prior to the end of the contract period without penalty to either party.

The contract may be terminated in whole or part:

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- a. By the Department upon five calendar days' written notice for cause or documented unsatisfactory performance.
- b. By either party without cause upon thirty calendar days' written notice to the other party, unless a longer period is specified.

Contract Monitoring

The contractor will be monitored on a regular basis throughout the duration of the contract. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

Method of Payment

Services will be compensated for based on receipt of an itemized invoice submitted on a monthly basis for services completed the preceding month.

The agencies involved will authorize and process for payment each invoice within thirty days after the date of receipt.

The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

IV. FORMAT AND CONTENTS OF BIDDER RESPONSE

Proposals should contain the following information, adhering to the order as shown.

Title Page

The Title Page shall include:

- ◆ The RFP PSC # and subject
- ◆ The name of the applicant
- ◆ The applicant's full address
- ◆ The applicant's telephone number
- ◆ The name and title of the designated contact person
- ◆ The bid opening date (state the date and time)

Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page numbers.

Qualifications and Experience

This section should contain sufficient information to demonstrate the organization's experience and staff expertise to carry out the project. A statement must be included that the organization either has or certifies it will secure a Delaware Business License prior to initiation of the project.

The specific professional individual who will serve as the contractor's Project Director must be identified, with details showing his/her qualifications. Other Contractor staff who will work on the project must be delineated as well, either by name or job title (if specific names are not available). Job descriptions, along with the required qualifications, are needed for each type of position involved. An organizational chart showing the proposed staffing (again, either by specific name or job title) is also required. If the bidder is currently under contract to carry out this same type of project in other state(s), that must be declared.

Documentation must be provided to demonstrate the financial stability of the organization, to establish that it has the wherewithal and necessary cash flow to maintain full staffing and services throughout the term of this project, in view of the fact that payment is not made for services until after they are performed, with a time lag of up to 30 days after receipt of the invoice.

This section should not be longer than three pages. Organizational charts, resumes, job descriptions, and financial documentation may be considered an attachment and not part of the three-page limit.

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Bidder References

The names and telephone numbers of at least three agencies/organizations for whom the organization carried out a similar project must be included. If no similar project has been conducted, other projects requiring comparable skills may be cited. Bidders are to provide this information using the form included in Appendix B.

The bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount, using the form provided in Appendix C. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid/termination of the contract (if awarded).

The Evaluation/Selection Review Committee will consider these references and may contact each of these sources. Information regarding bidder performance gathered from these sources will be included in the Committee's deliberations and factored in the final scoring of the bid.

Proposed Methodology

This section should describe in detail the approach that will be taken to carry out the tasks listed in the Scope of Services. A timeline should also be provided, with August 1, 2008, as the start date, along with a work plan outlining specific objectives, activities, strategies and resources.

The Proposed Methodology should not exceed 12 pages.

Budget Proposal Format

The bid must present a firm fixed price for the project, with a budget showing the details using a line item budget format.

The bidder should describe any factors that may have an impact on the contract cost and should provide a suggested monthly payment schedule, contingent upon completion of various project tasks/performance achieved during the prior month.

Forms (Found in Appendix A)

The *Bidders Signature Form* must be completed and signed by the appropriate authorized representative and included in the back portion of the submitted proposal. (NOTE: Failure to provide signatures to this form may be grounds for disqualification).

The *Certification Form* must be completed and signed by the appropriate authorized representative and included in the back portion of the submitted proposal. (NOTE: Failure to provide signatures to this form may be grounds for disqualification.)

The *Statement of Compliance Form* must be signed by the appropriate authorized representative and included in the back portion of the submitted proposal, to assure that he/she will comply with all Federal and Delaware laws and regulations pertaining to

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equal employment opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Contract to be Used (See Appendix D)

The *standard boilerplate contract for the State of Delaware, Delaware Health and Social Services* is included as an appendix to the Request for Proposal. This boilerplate contract is the one that must be signed by the successful bidder. This boilerplate takes precedence over all other elements of proposals submitted, including appendices. The bidder should review the contract boilerplate and specify any objections or concerns in its proposal.

Appendices:

- A. Forms
- B. Bidder Project Experience
- C. State of Delaware Contracts Disclosure
- D. Contract Boilerplate
- E. Mandatory (Pass/Fail) Submission Requirements Checklist

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V. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Number of copies

Required: Two signed originals and ten copies of your response shall be submitted to:

Sandra Skelley, Procurement Administrator
Division of Management Services
Department of Health and Social Services
1901 North DuPont Highway
Main Building, Second Floor, Room 259
New Castle, DE 19720

Proposals should be typed double-spaced on 8 1/2 x 11 paper, with each page numbered; and each section of the proposal must be tabbed.

NOTE TO VENDORS: If you do not intend to submit a bid and you wish to be kept on the mailing list, you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

Closing Date

All responses must be received by no later than: April 4, 2008, at 11:00 am.

Late submission is cause for disqualification. DO NOT RELY ON OVERNIGHT SERVICES FOR DELIVERY.

Questions

All questions concerning the substance of this RFP must be submitted via email to: Linda.D.Barnett@state.de.us no later than midnight Eastern Standard Time on February 15, 2008

Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidder. The State will not divulge the specific content of any proposal to the extent that the bidder's identity would be disclosed. The content is privileged and confidential.

Non-Interference Clause

The awarding of the contract and all aspects of the awarded bidder's contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

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Acceptance of Bids

DHSS reserves the right to accept or reject any or all proposals or any specific aspects of a proposal received in response to this request for proposals.

Investigation of Bidding Contractor's Qualifications

DHSS may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as DHSS may request for this purpose.

Request for Proposal and Final Contract

The contents of the Request for Proposal will be incorporated into the final contract(s) and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms and conditions of the Request for Proposal, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

Proposal and Final Contract

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract. All prices, terms and conditions contained in the proposal shall remain fixed and valid for 150 days after the proposal due date.

Amendments to Proposals

Amendments to proposals will not be accepted after the submission deadline for proposals has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all bidders submitting proposals.

Cost of Proposal Preparation

All costs of proposal preparation will be borne by the bidder agency.

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Proposed Timetable

The Department's proposed schedule for this procurement process is shown below. The Department, in all cases, will determine the ultimate timing of these events.

EVENT

DATE

RFP advertisement and issuance	January 28, 2008
Deadline for receipt of questions about the RFP	February 15, 2008
Responses to questions will be posted on the Procurement website as an addendum to the RFP no later than the date shown	February 27, 2008
Bids will be publicly opened on the date shown.	April 4, 2008 – at 11 am.
Review of proposals	April 7 - May 1, 2008
Negotiations (as necessary)	May 5-May 20, 2008
Award made; bidders notified of awards/rejections	May 27, 2008
Sign Contract	June 2, 2008

Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the bidder pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals, a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

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If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VI. SELECTION PROCESS

All proposals submitted in response to this Request for Proposal will be reviewed by a Selection Committee composed of appropriate DHSS staff. The Selection Committee will review and rank each applicant's proposal. Upon completion of its review, the Committee shall make a recommendation for an award based on the review process. The final selection of a CONTRACTOR will be made by the Director of the Division of Management Services, based upon the recommendations of the Selection Committee. If necessary, oral reviews/ negotiations will be requested.

Proposal Evaluation Criteria

Each proposal will be rated against review criteria corresponding to the items outlined below. Points will be awarded to each area:

<u>CRITERIA</u>	<u>Assigned Points</u>
Meets Mandatory RFP Provisions	PASS/FAIL
(A) Bidder's experience, expertise And capacity to meet requirements	35
(B) Proposed Methodology	35
(C) Cost	30
Total	100

Proposals submitted will be reviewed against the following specific scoring criteria:

Criterion A Bidder's experience, expertise and capacity to meet requirements (Total 35 points)

The bidder must demonstrate sufficient background and experience in providing the services requested.

Personnel Questions

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- ◆ What level of experience do the individuals assigned to the project have, in this type of activity or something similar? Have they done PERM eligibility reviews in another state?
- ◆ Are resumes complete and do they demonstrate backgrounds that would be appropriate for individuals engaged in the services requested?
- ◆ How extensive is the applicable education and experience of personnel as evidenced by resumes or job descriptions?
- ◆ Do the planned staffing levels appear adequate to perform all needed tasks?

Firm Questions

- ◆ Has the firm demonstrated experience in performing similar services?
- ◆ Has its work on similar projects been on time/with good results and within budget?
- ◆ If the bidder is currently engaged in PERM eligibility reviews elsewhere, how will this affect their ability to meet Delaware's needs? How satisfied are those states?
- ◆ How successful is the general history of the firm regarding services and/or completion of projects?
- ◆ Does the organizational management plan show clear lines of authority, communication and accountability?
- ◆ Is the bidder financially capable of fulfilling all the tasks required?

Criterion B Proposed Methodology (Total 35 pts.)

- ◆ Has the bidder demonstrated a thorough understanding of the purpose and scope of the services?
- ◆ Does the methodology depict a logical approach to fulfilling the RFP requirements?
- ◆ Does the methodology fully address the requirements of the RFP Scope of Services?
- ◆ Has the bidder demonstrated an understanding of the project's timetable and given assurance that the firm can meet it?
- ◆ Has the bidder demonstrated an understanding of the expected outcomes?
- ◆ Does the bidder plan to carry out any kind of quality assurance process?
- ◆ Has the bidder gone beyond the minimum tasks necessary to fulfill the basic requirements?
- ◆ How well has the bidder identified pertinent issues and potential problems related to the services?

Criterion C Cost (Total 30 Points)

- ◆ Is the proposed price reasonable and realistic?
 - Total costs
 - Staffing costs

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Travel costs

- ◆ Is it within the amount that we have budgeted?
- ◆ Are adequate resources being devoted to the project?
- ◆ Is the payment schedule acceptable?

Notification to all Bidders

Bidders shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, contact person (with address & telephone number), period of performance and amount of contract. The Selection Committee will consider these as additional references and reserves the right to contact each of these sources. Information regarding bidder performance gathered from these sources will be included in the Committee's deliberations and factored in to the final scoring of the proposal. Failure to list any contract as required by this paragraph will be grounds for immediate rejection of the proposal. The format to use to provide this information will be found in the appendix

Upon selection of a contractor, a Division of Management Services representative(s) will enter into negotiations with the bidder to establish the contract.

Note Regarding Project Cost

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in judgment of the Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

Appendix A

F O R M S

(To be completed, signed and included in the proposal package)



**STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES**

BIDDERS SIGNATURE FORM

Name of Bidder _____
Signature of Authorized Person _____
Type in Name of Authorized Person _____
Title of Authorized Person _____
Street Name/Number _____
City, State, and Zip Code _____
Contact Person _____
Telephone Number _____
Fax Number _____
Date _____
Bidder's Federal Employers Identification No. _____
Delivery Day/Completion Time _____
F.O.B. _____
Terms _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY DELAWARE HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____ HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASES OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.



**STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES**

Certification Sheet

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of_____.
- l. The referenced proposer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

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Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date

Signature & Title of Official Representative

Type Name of Official Representative



**STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES**

Statement of Compliance Form

As the official representative for the CONTRACTOR, I certify on behalf of the agency that:

They will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature _____

Title _____

Date _____

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OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

If your firm wishes to be considered for one of the classifications listed below, this page must be signed, notarized and returned with your proposal.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY _____

ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAILADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) _____ Yes/No

Minority Business Enterprise (MBE) _____ Yes/No

PLEASE CHECK ONE---CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

For certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone #' (302) 739-74206 L. Jay Burks, Executive Director

Fax# (302) 739-7839 Certification # _____ Certifying Agency _____

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by a women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For Certification in one of above bidder must contract:

L.Jay Burks, Executive Director

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839

Appendix B: Bidder Project Experience



Delaware Health and Social Services

Bidder Project Experience

Client	
Contact Name	
Telephone No.	
Location Street Address/City State/ZIP	
Type of Facility	
Comparable Project Experience	
Current Status (WIP/Complete)	
Original Budget	
Completed Budget	
Original Schedule	
Completed Schedule	
Comments:	

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Use one page per client. All clients may be used as references. For projects in progress, state the estimated final budget and schedule dates based on current status. The Contact must be an administrative or managerial customer familiar with the bidder's performance.	

Appendix C: State of Delaware Contracts Disclosure

Vendor/Predecessor Firm Name	State Department and Division	Contact Name, Address and Phone Number	Period of Performance	Contract Number	Amount
Sample Vendor Firm Name	DHSS \ DMS	Contact Name 1901 N DuPont Highway New Castle, DE 19720 302.- ____ - ____	01/01/2002 – 12/31/2002	PSC- _____	\$100,000

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number), period of performance, contract number and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

List contracts in the format specified. Include those contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. Contracts with amendments only have to be listed once. If a vendor has had no contracts within this timeframe, enter “**No contracts to specify**” under Vendor/Predecessor Firm Name in the first row of the table.

Appendix D: Contract



*DELAWARE HEALTH
AND SOCIAL SERVICES*

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
and	
b) Medical/Professional Liability	\$1,000,000/ \$3,000,000

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or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.

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7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice

for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

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c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.
13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

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16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other

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materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's

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- option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
 4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
 5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
 6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
 7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
 8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

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D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E) Authorized Signatures:

For the Contractor:

Name

Title

For the Department:

Vincent P. Meconi
Secretary

Date

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Date

For the Division:

Director

Date

Appendix E:

Mandatory (Pass/Fail) Submission Requirements Checklist

Mandatory Submission Requirement	Compliance Y or N
The bid is submitted no later than the closing date and time	
The correct number of copies of each proposal is submitted	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	
Bidder Agrees to Comply with the provisions specified in the General Terms and Conditions	
Technical proposal is submitted with a duly signed and dated copy of the Certification/Statement of Compliance	
Firm fixed price proposed	
Completed State of Delaware Contracts Disclosure	
Completed Bidder's Signature Form	
Project timeline does not exceed specified project length	